

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

GORDON D. CHRISTOFFERSEN,) Case No.: 19-cv-1481
Individually and on Behalf of All Others)
Similarly Situated,)
Plaintiff,)
v.) Hon. Nancy Joseph
V. MARCHESE, INC.,)
Defendant.)

IT IS HEREBY ORDERED:

1. On August 3, 2021, the Court preliminarily approved the Class Action Settlement Agreement reached between Plaintiff Gordon Christoffersen and Defendant V. Marchese, Inc., (“V. Marchese” or “Defendant”). The Court approved a form of notice for mailing to the class certified for purposes of this settlement. The Court is informed that actual notice was sent by first class mail to 247 class members. A total of 47 notices were returned by the United States Postal Service as undeliverable with no forwarding address or further information. No class members requested exclusion and no objections were filed or received.
2. On November 30, 2021, the Court held a fairness hearing to which class members, including any with objections, were invited.
3. The Court finds that provisions for notice to the class satisfy the requirements of Federal Rules of Civil Procedure 23 and due process.
4. The Court finds the settlement is fair and reasonable and hereby approves the Class Action Settlement Agreement submitted by the parties, including the Release and payment of settlement funds as follows:
 - i. Class Representative Gordon Christoffersen will receive \$15,000.00 in settlement of his individual claims and as an

incentive award for serving as class representative. These funds shall be paid by check within thirty (30) days of the Effective Date, as that term is defined in the Settlement Agreement.

- ii. Settlement Class Members, including Class Representative Gordon Christoffersen, shall be paid as follows:
 - a. Five hundred dollars (\$500.00) to each Settlement Class Member who was an employee of V. Marchese and whose employment terminated between December 1, 2018 and September 15, 2019.
 - b. Two hundred fifty dollars (\$250.00) to each Settlement Class Member who was an employee of V. Marchese and whose employment terminated between January 1, 2014 and November 30, 2018, who has submitted a claim certifying that they were covered by the group health plan provided by V. Marchese at the time of their termination; and
 - c. Fifty dollars (\$50.00) to each other Settlement Class Member who was employed by V. Marchese and who did not submit notice of exclusion from the Class.
- iii. Based on their petition, Class Counsel shall receive \$75,000.00 as reasonable attorneys' fees and costs and expenses of this lawsuit. Class Counsel will not request additional fees or costs from Defendant or the Class Members other than the court awarded fees and costs. The Court finds Class Counsel's hourly rates reasonable and comparable to rates approved in similar class action settlements. If no appeal is taken from this Order, these attorneys' fees and costs awarded by the Court shall be paid by check within thirty (30) days of the Effective Date, as that term is defined in the Settlement Agreement.

5. The Class Representative and the Class grant Defendant the following release:

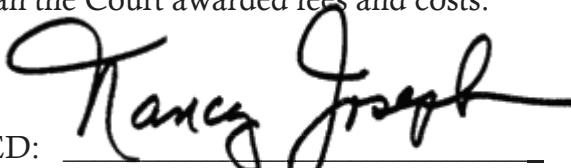
- (a) Class Representative Gordon Chistoffersen and each and every member of the Class who has not opted out, including each and every one of their respective present, former and future agents, representatives, attorneys, heirs, administrators, executors, assigns or any other person acting on their behalf or for their benefit (collectively, "Releasors") hereby release and discharge V. Marchese, as well as its respective predecessors and successors in interest and present, former and future affiliates, parents, subsidiaries, related parties, insurers, officers, directors, agents, employees, members, shareholders, general partners, limited partners, beneficiaries, representatives, vendors, subcontractors,

heirs, or attorneys (collectively, "Releasees") from any causes of action, suits, claims or demands whatsoever, in law or in equity, known or unknown at this time, which the Class Representatives and the Class now have or ever had against the Releasees, or any of them, under any legal theory arising out of the allegations in or subject matter of the Complaint.

6. The Court finds the Class Action Settlement Agreement fair and made in good faith.

7. The Court dismisses the claims of Class Representative and the Class as set forth in the Class Action Settlement Agreement against Defendant and the Releasees with prejudice and without costs other than those agreed upon by the parties and approved by the Court in paragraph 8 below.

8. Based upon the submissions of Class Counsel, the Court finds that Class Counsel's attorneys' fees and costs of \$75,000.00 is reasonable. Class Counsel is not entitled to payment of any additional fees and costs other than the Court awarded fees and costs.

ENTERED: 

Hon. Nancy Joseph
U.S. Magistrate Judge

DATE: November 30, 2021